

State of Vermont

Buildings and General Services
Office of Purchasing & Contracting
10 Baldwin St
Montpelier VT 05633-7501
USA

CONTRACT



Vendor ID 0000150744
Walk Four Life Inc
12137 Rhea Drive Unit B
Plainfield IL 60544
USA

Phone #: 888-422-1806

Contract ID 0000000000000000000010973		Page 1 of 2
Contract Dates 01/30/2007 to 01/30/2010	Origin CPS	
Description: CPS PEDOMETER, THREE FUNCTION	Contract Maximum \$999,999.99	
Buyer Name LaRose, Deborah L	Buyer Phone 828-4635	Contract Status Approved

Line #	Item ID	Item Desc	UOM	Unit Price	Max Qty	Max Amt
1		PEDOMETER, THREE FUNCTION	EA	8.39000	0.00	0.00
ACCURACY COUNTS STEPS, MEASURES ACCUMULATED DISTANCE IN MILES, MEASURES ACCUMULATED ACTIVITY/EXERCISE TIME. SHOULD INCLUDE AT NO EXTRA CHARGE: LOST PREVENTION STRAP, DURABLE BELT CLIP - ALLIGATOR/SPRING TYPE, SECURED BATTERY, IMPRINTED LOGO ON OUTSIDE CASING: "VERMONT STATE EMPLOYEES' WELLNESS PROGRAM", LARGE ENCLOSED DIGITAL DISPLAY, DURABLE HINGED COVER, DELAYED RESET BUTTON, DURABLE CONSTRUCTION, FIVE YEAR LIMITED WARRANTY, PAPER INSTRUCTIONS. WALK4LIFE PRO-A STEP, #100006 (GREY PRO A)						
2		LOG BOOKS - 12 WEEK DAILY	EA	0.49000	0.00	0.00

CONTRACT TERMS AND ADDITIONAL INFORMATION

SCOPE OF CONTRACT: TO SUPPLY IMPRINTED PEDOMETER AND LOG BOOK TO FACILITIES ON AN AS NEEDED BASIS.

CONTRACT PERIOD: THIS CONTRACT IS A 24 MONTH CONTRACT WITH THE OPTION TO RENEW FOR TWO 12-MONTH PERIODS.

ATTACHMENT: PURCHASING AND CONTRACT ADMINISTRATION TERMS AND CONDITIONS DATED 01/01/2007 ARE ATTACHED AND INCORPORATED AS PART OF THIS CONTRACT.

QUANTITY: QUANTITIES ARE ESTIMATED ONLY BASED ON PRIOR USAGE AND MAY BE INCREASED OR DECREASED TO MEET ACTUAL REQUIREMENTS.

METHOD OF ORDERING: PURCHASE ORDERS MUST BE USED TO ORDER ITEMS AVAILABLE UNDER THIS CONTRACT. IF VERBAL ORDERS ARE GIVEN A CONFIRMING PURCHASE ORDER MUST BE ISSUED.

CANCELLATION: THE STATE SPECIFICALLY RESERVES THE RIGHT TO CANCEL THE CONTRACT OR ANY PORTION THEREOF PROVIDING, IN THE OPINION OF ITS COMMISSIONER OF BUILDINGS AND GENERAL SERVICES, THE SERVICES OR MATERIALS SUPPLIED BY THE CONTRACTOR ARE NOT SATISFACTORY OR CONSISTENT WITH THE TERMS OF THE CONTRACT.

INVOICING: ALL INVOICES ARE TO BE RENDERED BY THE CONTRACTOR IN DUPLICATE ON THE VENDOR S STANDARD BILLHEAD AND FORWARDED DIRECTLY TO THE INSTITUTION OR AGENCY ORDERING MATERIALS OR SERVICES.

DEFAULT: IN CASE OF DEFAULT OF THE CONTRACTOR, THE STATE MAY PROCURE THE MATERIALS OR SUPPLIES FROM OTHER SOURCES AND HOLD THE CONTRACTOR RESPONSIBLE FOR ANY EXCESS COST OCCASIONED THEREBY, PROVIDED, THAT IF PUBLIC NECESSITY REQUIRES THE USE OF MATERIALS OR SUPPLIES NOT CONFORMING TO THE SPECIFICATIONS THEY MAY BE ACCEPTED AND PAYMENT THEREFORE SHALL BE MADE AT A PROPER REDUCTION IN PRICE.

DELIVERY: ALL PRICES INCLUDE F.O.B. DELIVERY TO THE ORDERING FACILITY. NO REQUEST FOR EXTRA DELIVERY COST WILL BE HONORED. LIABILITY FOR PRODUCT DELIVERY REMAINS WITH THE CONTRACTOR UNTIL PROPERLY DELIVERED AND SIGNED FOR IN ACCORDANCE WITH THE DIVISION OF PURCHASING AND CONTRACT ADMINISTRATIONS TERMS AND CONDITIONS.

SHIPMENTS SHALL BE SECURELY AND PROPERLY PACKED, ACCORDING TO ACCEPTED COMMERCIAL PRACTICE. DELIVERIES, WHICH DO NOT CONFORM TO THE SPECIFICATIONS OR ARE NOT IN GOOD CONDITION UPON RECEIPT, SHALL BE REPLACED PROMPTLY BY THE CONTRACTOR.

QUALITY: ALL PRODUCTS PROVIDED UNDER THIS AGREEMENT WILL BE NEW AND UNUSED, UNLESS OTHERWISE STATED. FACTORY SECONDS OR REMANUFACTURED PRODUCTS WILL NOT BE ACCEPTED. ALL PRODUCTS PROVIDED BY THE CONTRACTOR MUST MEET ALL FEDERAL, STATE AND LOCAL STANDARD FOR QUALITY AND SAFETY REQUIREMENTS. PRODUCTS NOT MEETING THESE STANDARDS WILL BE DEEMED UNACCEPTABLE AND RETURNED TO THE CONTRACTOR FOR CREDIT AT NO CHARGE TO THE STATE.

USAGE REPORTING: CONTRACTOR WILL BE REQUIRED TO SUBMIT QUARTERLY PRODUCT SALES REPORTS. THESE REPORTS WILL COVER THE FOLLOWING TIME PERIODS, AND MUST BE SENT TO THE PURCHASING AGENT NO MORE THAN FIFTEEN (15) DAYS AFTER THE END OF THE IDENTIFIED REPORTING PERIOD: EACH REPORT MUST CONTAIN THE FOLLOWING INFORMATION: CONTRACT NUMBER, USING DEPARTMENTS ADDRESS, CONTACT NAME AND TELEPHONE NUMBER, PRODUCT ORDERED, QUANTITY ORDERS, QUANTITY SHIPPED, PRICE CHARGED WITH TOTALS OF EACH PRODUCT FOR EACH REPORTING PERIODS.

REPORTING PERIODS: THE FIRST REPORT MUST BE RECEIVED BY THE END OF THE FIRST QUARTER AND QUARTERLY THEREAFTER IN ACCORDANCE WITH THE FOLLOWING SCHEDULE:

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USA

Phone #: 888-422-1806

Contract ID	Page	
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Contract Dates	Origin	
01/30/2007 to 01/30/2010	CPS	
Description:	Contract Maximum	
CPS PEDOMETER, THREE FUNCTION	\$999,999.99	
Buyer Name	Buyer Phone	Contract Status
LaRose, Deborah L	828-4635	Approved

THIS CONTRACT IS ALSO ISSUED ON BEHALF OF THE VERMONT STATE COLLEGES INC., A SEPARATE CORPORATION, HAVING UNDER ITS JURISDICTION CASTLETON STATE COLLEGE, JOHNSON STATE COLLEGE, LYNDON STATE COLLEGE, COMMUNITY COLLEGE OF VT AND THE VERMONT TECHNICAL COLLEGE. THIS ALSO APPLIES TO THE UNIVERSITY OF VERMONT.

POLITICAL SUBDIVISIONS AND INDEPENDENT COLLEGES OF THE STATE MAY PARTICIPATE IN THIS CONTRACT AT THE SAME PRICES, TERMS AND CONDITIONS. ITEMS FURNISHED TO POLITICAL SUBDIVISIONS AND INDEPENDENT COLLEGES WILL BE BILLED DIRECTLY TO AND PAID FOR BY THE POLITICAL SUBDIVISIONS OR INDEPENDENT COLLEGES AND NEITHER THE STATE NOR ITS COMMISSIONER OF BUILDINGS & GENERAL SERVICES PERSONALLY OR OFFICIALLY ASSUMES ANY RESPONSIBILITY.

WALK4LIFE WILL SELL THE PRO GREY A PEDOMETER AND TWELVE WEEK LOG BOOK AT THE SAME PRICES INDICATED IN THIS BID FOR A MINIMUM ORDER OF 150 EACH ITEM FOR POLITICAL SUBDIVISIONS AND COLLEGES PLUS SHIPPING/HANDLING OF 2% OF TOTAL.

IN ORDER TO GET THE SAME PRICE WITH SHIPPING AND HANDLING THE MINIMUM QUANTITY ORDERED WOULD NEED TO BE 3000 .

CUSTOMER SATISFACTION SURVEY: TO HELP US UNDERSTAND HOW WE CAN BETTER SERVE YOU, WE ARE INTERESTED IN RECEIVING YOUR COMMENTS REGARDING THE QUALITY OF SERVICE YOU RECEIVED IN YOUR RECENT INTERACTION WITH THE DEPARTMENT OF BUILDINGS & GENERAL SERVICES (BGS). PLEASE COMPLETE THE ON-LINE CUSTOMER COMMENT FORM AT http://www.bgs.state.vt.us/forms/bgs_surveys/index.php?type=customer&action=customer

IF YOU HAVE ANY QUESTIONS REGARDING THIS DOCUMENT PLEASE CONTACT:
DEBBIE LaROSE, PURCHASING AGENT, 802-828-4635, FAX 802-828-2222,
E-MAIL deborah.larose@state.vt.us

CHANGE #1 - 1/9/2009 TO RENEW THIS CONTRACT FOR THE FIRST 12 MONTH OPTION RENEWAL AT THE SAME PRICES TERMS AND CONDITIONS PER A MEMO FROM JERRY GRAVER FROM WALK4LIFE ON NOVEMBER 12, 2008.

WE THE UNDERSIGNED PARTIES AGREE TO BE BOUND BY THIS CONTRACT

By the STATE of VERMONT

By the CONTRACTOR

Date: _____

Date: _____

Signature: _____

Signature: _____

Name: _____

Name: _____

Title: _____

Title: _____

Email: _____

Email: _____